



Staff Report to the County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a request for final approval of Sunset Equestrian Cluster Subdivision Phase 1, consisting of 20 building lots and 14 agriculture preservation parcels.
Type of Decision:	Administrative
Agenda Date:	Tuesday, July 10, 2018
Owner:	Fieldbrook Taylor Partners, LLC
Authorized Representative:	Doug Nosler
File Number:	LVS080717

Property Information

Approximate Address:	4075 W 2200 S
Project Area:	25.027 acres
Zoning:	A-1
Existing Land Use:	Agricultural
Proposed Land Use:	Residential
Parcel ID:	15-078-0035
Township, Range, Section:	Township 6 North, Range 2 West, Section 28

Adjacent Land Use

North:	Residential	South:	Residential
East:	Agricultural	West:	Agricultural

Staff Information

Report Presenter:	Steve Burton sburton@co.weber.ut.us 801-399-8766
Report Reviewer:	RK

Applicable Ordinances

- Title 104, Zones, Chapter 5, Agricultural (A-1) Zone
- Title 106, Subdivisions
- Title 108, Standards, Chapter 3, Cluster Subdivisions

Development History

- On June 13, 2017, the Western Weber Planning Commission reviewed and unanimously endorsed the Sketch Plan.
- On September 12, 2017, the Western Weber Planning Commission reviewed and recommended preliminary approval of the 8 phase cluster subdivision.
- An appeal was filed within 15 days of the Planning Commission's recommendation.
- On October 3, 2017, the applicant submitted a design revision of the preliminary plan for the 8 phase cluster subdivision.
- On November 14, 2017, after hearing the appeal during a County Commission meeting, the County Commission remanded the item back to the Western Weber Planning Commission for consideration of the revised preliminary plan. This decision is based on the finding that the Planning Commission erred in its interpretation and application of applicable ordinances, including lot size requirements stated in the Weber County Land Use Code.
- On December 12, 2017, the Western Weber Planning Commission considered the request for preliminary approval and recommended approval, based on the revised preliminary plan, which was determined to comply with the Weber County Land Use Code. During the same meeting, the Western Weber Planning Commission also recommended final approval of Phase 1.
- A second appeal was filed within 15 days of the Planning Commission's recommendation.
- On January 9, 2018, after hearing the appeal during a County Commission meeting, the County Commission denied the appeal and upheld the decision of the Planning Commission to grant final approval of Phase 1.

Background

The applicant is requesting final approval of Phase 1 of Sunset Equestrian Cluster Subdivision, located at approximately 4075 W 2200 S, Ogden. Phase 1 will consist of 20 building lots and 14 agriculture preservation parcels as well as one open space common area. The proposed subdivision meets all applicable regulations of the Weber County Uniform Land Use Code (LUC). With the request of final subdivision approval, the applicant is requesting approval of the subdivision improvement agreement, including a financial guarantee of \$1,204,004.86 for the installation of improvements within the subdivision. Once the improvement agreement is executed, the applicant will deposit the funds with the county treasurer, as outlined in LUC§ 106-4-3(a)(1), prior to recording the final mylar.

Analysis

General Plan: The proposal conforms to the Western Weber General Plan by creating lots for the continuation of single-family residential development that is currently dominant in the area and by encouraging residential cluster style development with a minimum 30% open space.

Zoning: The subject property is located in the Agriculture (A-1) Zone. The purpose of the Agricultural (A-1) zone is identified in the LUC§104-5-1 as:

"The purpose of the A-1 Zone is to designate farm areas, which are likely to undergo a more intensive urban development, to set up guidelines to continue agricultural pursuits, including the keeping of farm animals, and to direct orderly low-density residential development in a continuing rural environment."

Cluster subdivisions, in accordance with the Land Use Code, are permitted in the A-1 Zone.

The proposal has been reviewed against the adopted zoning and subdivision ordinances to ensure that the regulations and standards have been adhered to. The following is a brief synopsis of the review criteria and conformance with the LUC.

Cluster subdivision design and layout standards: Sunset Equestrian Cluster Subdivision Phase 1 meets the open space width requirements of 75' between clusters of lots per LUC §108-3-4(1). Phase 1 includes 2 clusters of lots containing no more than 20 lots as outlined in LUC §108-3-4-2. Each cluster of lots is entirely surrounded by the required open space. Exceptions to the open space requirement in between clusters of lots and the subdivision's exterior boundary apply to all lots on existing public streets because the lots are either 15,000 square feet or are adjacent to parcels that do not contain an existing dwelling, per LUC §108-3-4(1).

Lots located along future public roads (104 - 106) are allowed to remain under 15,000 square feet because they are located more than 50 feet from their own cluster subdivision boundaries, not including boundaries formed by internal phasing lines if the phasing lines act as a temporary external boundary, per LUC §108-3-7(1)(b).

Open Space Preservation: Phase 1 consists of 14 agriculture preservation parcels that are to be individually owned by a lot owner within the subdivision. The Open Space Preservation Plan indicates that ownership of land locked agricultural lots without road access is restricted to individuals who own a residential lot that shares a property line with the landlocked agricultural lot. The ownership standard per LUC §108-3-5 states that *"Individually owned preservation parcels of less than ten acres in area may only be owned by an owner of a lot within the same cluster subdivision"* shall be memorialized by placing a note on the final plat, explaining the ownership standard. A note on the plat will allow the county to enforce this standard by not approving land use permits for either the residential lots or the agriculture preservation lots if the ownership is not the same. This note has been added to the final subdivision plat (Exhibit A). The use of the agriculture preservation parcels is outlined in the open space preservation plan. A 30' trail easement is shown along the rear property lines of the agriculture preservation parcels and the open space common area.

Natural Hazards Areas: The proposed subdivision is located in Zone X as determined by FEMA to be outside of the 500-year floodplain. The proposed subdivision is not in a Natural Hazards Study area.

Culinary water and sanitary sewage disposal: Will Serve letters have been provided by the Taylor West Weber Water Improvement District and the Central Weber Sewer Improvement District regarding culinary water and sanitary sewer disposal. Hooper Irrigation Company has also provided a Will Serve letter regarding secondary water.

The applicant has provided a project notification form, a capacity assessment letter, and a plan submittal waiver from the Utah State Department of Environmental Quality Division of Drinking Water regarding the construction of culinary water improvements.

Review Agencies: All review agencies, including the Engineering Division, Surveyor's Office, and the Fire District have given final approval of the proposed subdivision plat.

Planning Commission Recommendation

On December 12, 2017, the Western Weber Planning Commission recommended final approval of Sunset Equestrian Cluster Subdivision Phase 1, consisting of 20 building lots and 14 agriculture preservation parcels as well as one open space common area. The recommendation for approval is subject to the following conditions:

1. A guarantee of Improvements will be required prior to recording the final mylar, as outlined in LUC §106-4-3.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Western Weber General Plan.
2. With the recommended conditions, the proposed subdivision complies with applicable County ordinances.
3. 10 percent bonus density was granted for meeting the purpose and intent of the cluster subdivision.
4. 20 percent bonus density was granted based on providing and implementing an approved roadway landscape and design plan.
5. 5 percent bonus density was granted based on providing common area that offers easily accessible amenities including trails.
6. 10.2 percent bonus density was granted based on preserving more than 20 acres but fewer than 30 acres of agricultural parcels through an agriculture preservation plan and easement.

Exhibits

- A. Final plat
- B. Subdivision Improvement Agreement with Escrow Certificate

Map 1



Sunset Equestrian Cluster Subdivision Phase 1

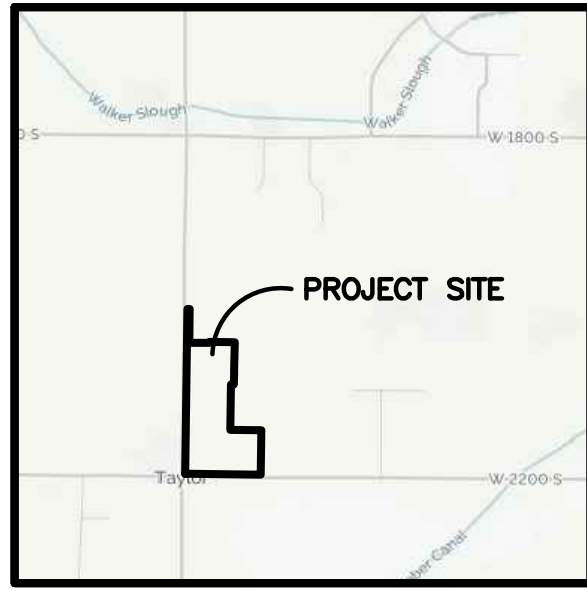
PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH
JUNE, 2018

Developer Info.

CHRIS HAERTEL
4444 SUMMERVIEW RD.
BOUNTIFUL, UT 84010

EAST QUARTER CORNER OF
SECTION 28, TOWNSHIP 6
NORTH, RANGE 2 WEST,
SALT LAKE BASE AND
MERIDIAN, U.S. SURVEY.
(DETAIL 3)

Exhibit A

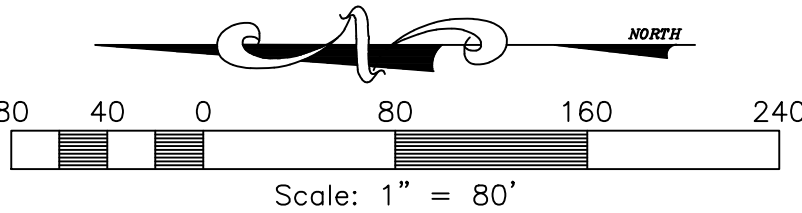


Vicinity Map

(NOT TO SCALE)

Legend

- = SECTION CORNER
- = SET 5/8" REBAR & PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = SET STREET MONUMENT
- = BOUNDARY LINE
- = LOT LINE
- = AGRICULTURAL PRESERVATION PARCEL
- = 30' TRAIL EASEMENT
- = EXISTING FENCE
- = RIGHT-OF-WAY CENTERLINE
- = SECTION TIE LINE
- = HOOPER WATER IRRIGATION EASEMENT
- = STORM DRAINAGE EASEMENT
- = ROAD DEDICATION AREA (94,866 S.F. OR 2.18 ACRES)



NORTHWEST CORNER OF
SECTION 28, TOWNSHIP 6
NORTH, RANGE 2 WEST,
SALT LAKE BASE AND
MERIDIAN, U.S. SURVEY.
(DETAIL 1)

Boundary Description

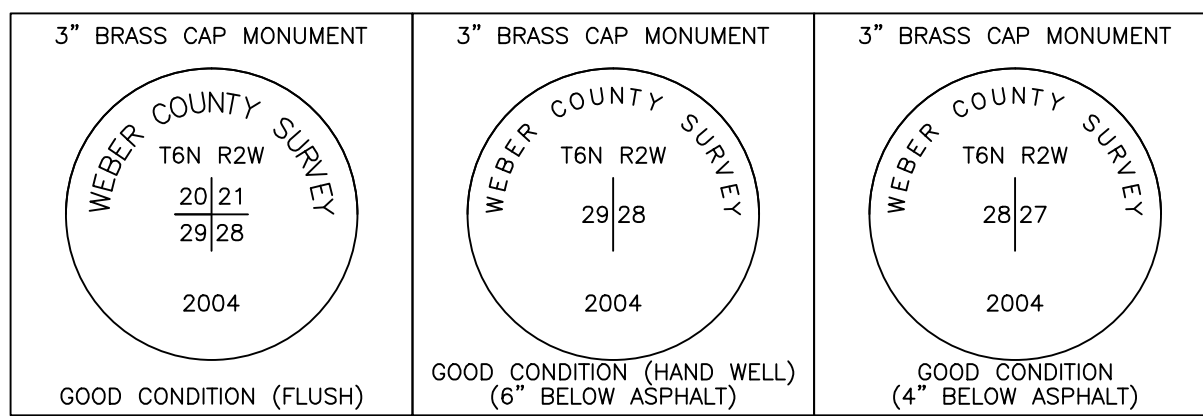
PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28; AND RUNNING THENCE N00°49'18"E ALONG THE LINE BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 28 (SAID LINE ALSO BEING THE CENTERLINE OF 4300 WEST STREET), 1994.28 FEET; THENCE S89°18'22"E 33.00 FEET TO A POINT ON THE WEST LINE OF OLIVIA SUBDIVISION; THENCE ALONG THE BOUNDARY OF OLIVIA SUBDIVISION THE FOLLOWING THREE (3) COURSES; (1) S00°49'20"W 408.00 FEET; (2) S89°09'17"E 244.00 FEET; (3) N00°49'20"E 14.64 FEET; THENCE S89°10'50"E 298.75 FEET; THENCE S00°49'20"W 325.87 FEET; THENCE S02°19'25"W 66.02 FEET; THENCE S00°49'20"W 120.00 FEET; THENCE N89°10'40"W 35.00 FEET; THENCE S00°49'20"W 549.64 FEET; THENCE S89°15'58"E 374.19 FEET; THENCE S00°48'39"W 539.28 FEET TO A POINT ON THE LINE BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 28 (SAID LINE ALSO BEING THE CENTERLINE OF 2200 SOUTH STREET); THENCE N89°13'14"W ALONG SAID LINE, 913.30 FEET TO SAID WEST QUARTER CORNER, SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 1,092,519 SQUARE FEET OR 25.08 ACRES MORE OR LESS

Basis of Bearings

THE BASIS OF BEARING FOR THIS PLAT IS THE LINE BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS S89°13'14"E, UTAH STATE PLANE NORTH AS PER WEBER COUNTY SURVEY.



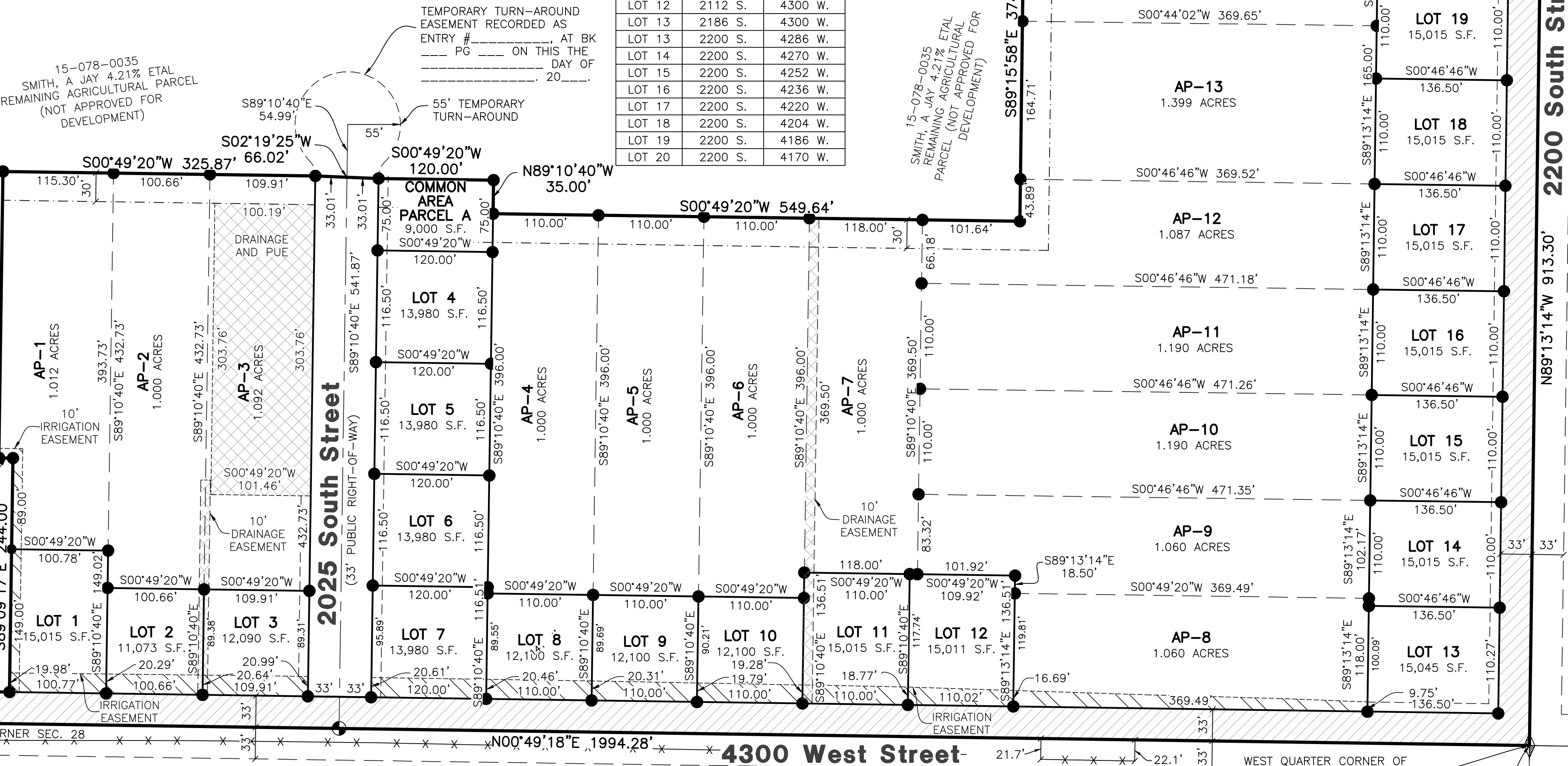
Monument Detail 1
(NOT TO SCALE)

Monument Detail 2
(NOT TO SCALE)

Monument Detail 3
(NOT TO SCALE)

Address Table

LOT #	ADDRESS
LOT 1	1968 S. 4300 W.
LOT 2	1984 S. 4300 W.
LOT 3	2002 S. 4300 W.
LOT 3	2025 S. 4287 W.
LOT 4	2025 S. 4233 W.
LOT 5	2025 S. 4251 W.
LOT 6	2025 S. 4269 W.
LOT 7	2028 S. 4300 W.
LOT 7	2025 S. 4287 W.
LOT 8	2044 S. 4300 W.
LOT 9	2062 S. 4300 W.
LOT 10	2078 S. 4300 W.
LOT 11	2094 S. 4300 W.
LOT 12	2112 S. 4300 W.
LOT 13	2186 S. 4300 W.
LOT 13	2200 S. 4286 W.
LOT 14	2200 S. 4270 W.
LOT 15	2200 S. 4252 W.
LOT 16	2200 S. 4236 W.
LOT 17	2200 S. 4220 W.
LOT 18	2200 S. 4204 W.
LOT 19	2200 S. 4186 W.
LOT 20	2200 S. 4170 W.

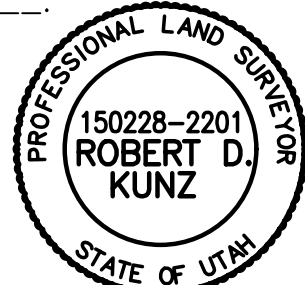


SURVEYOR'S CERTIFICATE

I, **ROBERT D. KUNZ**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD A LICENSE IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **SUNSET EQUESTRIAN CLUSTER SUBDIVISION PHASE 1**, IN **WEBER COUNTY**, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **WEBER COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **WEBER COUNTY**, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____

150228-2201
UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS, PARCELS, AND OPEN SPACE, AS SHOWN HEREON AND NAME SAID TRACT **SUNSET EQUESTRIAN CLUSTER SUBDIVISION PHASE 1**, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OF PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES, AND DO HEREBY GRANT AND CONVEY TO THE HOME OWNERS ASSOCIATION, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS COMMON AREAS TO BE USED FOR RECREATIONAL AND OPEN SPACE PURPOSES FOR THE BENEFIT OF EACH LOT (UNIT) OWNERS ASSOCIATION MEMBER IN COMMON WITH ALL OTHERS IN THE SUBDIVISION AND GRANT AND CONVEY TO THE COUNTY A PERPETUAL OPEN SPACE RIGHT AND EASEMENT ON AND OVER THE COMMON AREAS AND THE OPEN SPACE PARCELS, INCLUDING THE AGRICULTURAL PRESERVATION PARCELS, TO GUARANTEE TO THE PUBLIC THAT THE COMMON AREAS REMAIN OPEN AND UNDEVELOPED EXCEPT FOR APPROVED RECREATIONAL, PARKING AND OPEN SPACE PURPOSES IN A MANNER CONSISTENT WITH THE APPROVED OPEN SPACE PLAN, AND ALSO DEDICATE TO WEBER COUNTY A THIRTY FOOT TRAIL EASEMENT FOR THE USE OF A PUBLIC TRAIL AS SHOWN, TO BE MAINTAINED BY THE HOA, AND DO HEREBY GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREOF AS PUBLIC UTILITY, STORM WATER DETENTION PONDS DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS, AND ALSO HEREBY GRANT AND DEDICATE UNTO ALL OWNERS OF LOTS UPON WHICH PRIVATE LAND DRAINS ARE CONSTRUCTED OR WHICH ARE OTHERWISE DEPENDENT UPON SUCH LAND DRAINS, AN EASEMENT OVER SUCH LAND DRAINS FOR THE PURPOSE OF PERPETUAL MAINTENANCE AND OPERATION.

SIGNED THIS _____ DAY OF _____, 20____

CHRIS HAERTEL (MANAGER)
(SADDLEBACK DEVELOPMENT, LLC)

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____

NOTARY PUBLIC _____

PROJECT INFO.

Surveyor:
R. KUNZ
Designer:
D. CAVE
Begin Date:
5-16-2018
Name:
SUNSET EQUESTRIAN
CLUSTER SUB_PHASE 1
Number:
5336-05
Revision:
Scale:
1"=80'
Checked:



WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

THIS _____ DAY OF _____, 20____

WEBER COUNTY SURVEYOR

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____

COMMISSION EXPIRES _____

WEBER COUNTY COMMISSION ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH THIS _____ DAY OF _____, 20____

CHAIRMAN, WEBER COUNTY COMMISSION

ATTEST

TITLE

WEBER COUNTY ENGINEER

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.

THIS _____ DAY OF _____, 20____

WEBER COUNTY ENGINEER

WEBER COUNTY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION ON, THIS _____ DAY OF _____, 20____.

CHAIRMAN, WEBER COUNTY COMMISSION

WEBER COUNTY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT.

THIS _____ DAY OF _____, 20____

COUNTY ATTORNEY

DATE

WEBER COUNTY RECORDER

Entry No. _____ Fee Paid
Recorded, _____ At
In Book _____ Of The
Official Records, Page
Recorded For:

Weber County Recorder

Deputy.

WEBER COUNTY
SUBDIVISION IMPROVEMENT
AGREEMENT

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are Saddleback development, LLC ("the Developer") and Weber County Corp. ("the County").
2. **Effective Date:** The Effective Date of this Agreement will be the date that final subdivision plat approval is granted by the County Commission ("the Commission").

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the unincorporated area of Weber County, to be known as Sunset Equestrian Cluster Subdivision Phase 1 (the "Subdivision"), which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the County seeks to protect the health, safety and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing subdivision improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the County's Subdivision Ordinance Title 26-4-1 et seq;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

3. **Improvements:** The Developer will construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibit B attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the County, will be independent of any obligations of the County contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

4. **Security:** To secure the performance of his obligations hereunder, the Developer will deposit with the County on or prior to the effective date, an irrevocable deposit in Escrow in the amount of \$ 1,204,004.86
5. **Standards:** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications as incorporated herein by this reference.
6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one year from the date that the County accepts the improvement when completed by the Developer.
7. **Completion Periods:** The Developer will commence work on the Improvements within one year from the Effective Date of this Agreement (the "Commencement Period") and the Improvements, each and every one of them, will be completed within two years from the Effective Date of this Agreement (the "Completion Period").
8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval.
9. **Dedication:** The developer will dedicate to the County or other applicable agency as designated by the County the Improvements listed on Exhibit B attached hereto and incorporated herein by this reference pursuant to the procedure described in Paragraph 13 below.

COUNTY'S OBLIGATIONS

10. **Plat Approval:** The County will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.
11. **Inspection and Certification:** The County will inspect the Improvements as they are being constructed and, if acceptable to the County Engineer, certify such improvement as being in compliance with the standards and specifications of the County. Such inspection and certification, if appropriate, will occur within 7 days of notice by the Developer that he desires to have the County inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the County valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the County Engineer does not constitute a waiver by the County of the right to draw funds under the Escrow on account of defects in or failure of any improvement that is detected or which occurs following such certification.
12. **Notice of Defect:** The County will provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the standards and specifications shown on the approved subdivision

improvement drawings on file in the Weber County Engineering and Surveyor's Office or is otherwise defective. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right to cure defects in or failure of any improvement found to exist or occurring after the County accepts dedication of the improvement(s).

13. **Acceptance of Dedication:** The County or other applicable agency will accept the dedication of any validly certified improvement within 30 days of the Developer's offer to dedicate the improvement. The County's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the County showing that the Developer owns the improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the County of the right to draw funds under the Escrow on account of any defect in or failure of the improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the County in no more than one dedication per month.
14. **Reduction of Security:** After the acceptance of any improvement, the amount which the County is entitled to draw on the Escrow may be reduced by an amount equal to 90 percent of the estimated cost of the improvement as shown on Exhibit B. At the request of the Developer, the County will execute a certificate of release verifying the acceptance of the improvement and waiving its right to draw on the Escrow to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the Letter of Credit or Escrow will be available to the County for 90 days after expiration of the Warranty Period.
15. **Use of Proceeds:** The County will use funds drawn under the Escrow only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

OTHER PROVISION

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:
 - a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;
 - b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
 - c. Developer's failure to cure the defective construction of any improvement within the applicable cure period;
 - d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
 - e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County may not declare a default until written notice has been given to the Developer. Notwithstanding anything to the contrary contained herein, prior to County declaring a default hereunder or commencing any legal or other action, County shall provide BRELF II, LLC ("Lender") with written notice of any default and Lender shall have thirty (30) days after written notice of such default (45 days in the event of a defect) to determine whether or not to elect to cure such default and provide County with notice of such election to cure. If Lender elects to cure the default the dates for performance hereunder shall be extended to give Lender time to cure the default as long as Lender commences action to cure the default within such thirty (30) day period (45 days in the event of a defect) and diligently pursues the cure to completion. In such event Lender shall have all the rights of Developer hereunder including all rights to the amount deposited in Escrow hereunder and County shall assign to Lender the proceeds of the Escrow and Lender shall agree in writing to complete the unfinished improvements as set forth in paragraph 18 herein.

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Escrow establishes the maximum amount of the Developer's liability. The County will be entitled to complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.
18. **County's Rights Upon Default:** When any event of default occurs, the County may draw on the Escrow to the extent of the face amount of the credit less 90 percent of the estimated cost (as shown on Exhibit B) of all improvements theretofore accepted by the County. The County will have the right to complete improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the County may assign the proceeds of the Escrow to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure or otherwise, or who has elected to cure the default as set forth in paragraph 16 herein, who will then have the same rights of completion as the County if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements. In addition, the County also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the County or until the Improvements are completed and approved by the County. These remedies are cumulative in nature except that during the Warranty Period, the County's only remedy will be to draw funds under the Escrow.
19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

20. **No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
21. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the County and by the Developer or his authorized officer. Such amendment or modification will be properly notarized before it may be effective.
22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.
23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
24. **Third Party Rights:** Except for Lender as set forth herein, no person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.
25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.
26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.
27. **Severability:** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
28. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonable withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer.

There is no prohibition on the right of the County to assign its rights under this Agreement. The County will release the original developer's Letter of Credit or Escrow if it accepts new security from any developer or lender who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.

29. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Developer (Attn)
(Address)

if to County:

Saddleback Development, LLC
Chris Gaertel
1794 Santa Anita Dr.
Madgeville UT 84037
Attn: County Engineer
Weber Center
2380 Washington Blvd. Suite 240
Ogden, UT 84401

30. **Recordation:** Either Developer or County may record a copy of this Agreement in the Clerk and Recorder's Office of Weber County, Utah.
31. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or Letter of Credit will be deemed to be proper only if such action is commenced in District Court for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

(Signatures on Following Pages)

Dated this 10th day of May, 2018

[Signature]
Developer

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah)
 ss
County of Weber)

On the _____ day of _____ A.D. 20__ personally appeared before me
_____ the signer(s) of the within instrument, who duly acknowledged to me that he/she
executed the same.

Notary Public

Residing at: _____, Utah

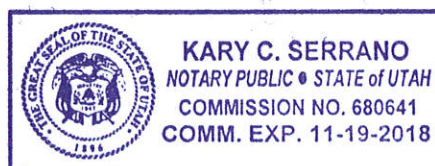
CORPORATE ACKNOWLEDGMENT

State of Utah)
 ss
County of Weber)

On the 10th day of MAY A.D. 2018 personally appeared before me
duly sworn, did say that he/she is the MANAGER of Sandilaback Development, LLC, the corporation
which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by
authority of a Resolution of its Board of Directors that the said corporation executed the same.

Notary Public
Residing at:

Kary C. Serrano
Cedar UT



LENDER ACKNOWLEDGEMENT

CO
State of ~~Utah~~)
 Denver ss
County of ~~Weber~~)

TONYA MARIE JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164021103
MY COMMISSION EXPIRES 07-01-2020

On the 15th day of May A.D. 2018 personally appeared before me
duly sworn, did say that he/she is the Managing Partner of BRELF II, LLC, the corporation
which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by
authority of a Resolution of its Board of Directors that the said corporation executed the same.

[Signature] Tom Gunnison
Lender, BRELF II, LLC

Notary Public
Residing at: Denver, CO

[Signature]

APPROVED AS TO FORM:

[Signature]
Weber County Attorney

Chairperson, Weber County Commission

Date

ATTEST:

Weber County Clerk

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED**SUNSET EQUESTRIAN CLUSTER SUBDIVISION, PHASE 1**

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28; AND RUNNING THENCE N00°49'18"E ALONG THE LINE BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 28 (SAID LINE ALSO BEING THE CENTERLINE OF 4300 WEST STREET), 1994.28 FEET; THENCE S89°11'03"E 33.00 FEET TO A POINT ON THE WEST LINE OF OLIVIA SUBDIVISION; THENCE ALONG THE BOUNDARY OF OLIVIA SUBDIVISION THE FOLLOWING THREE (3) COURSES; (1) S00°49'18"W 407.90 FEET; (2) S89°07'59"E 243.99 FEET; (3) N00°49'20"E 14.71 FEET; THENCE S89°10'50"E 298.76 FEET; THENCE S00°49'20"W 325.87 FEET; THENCE S02°19'25"W 66.02 FEET; THENCE S00°49'20"W 120.00 FEET; THENCE N89°10'40"W 35.00 FEET; THENCE S00°49'20"W 549.64 FEET; THENCE S89°15'58"E 374.19 FEET; THENCE S00°48'39"W 539.28 FEET TO A POINT ON THE LINE BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 28 (SAID LINE ALSO BEING THE CENTERLINE OF 2200 SOUTH STREET); THENCE N89°13'14"W ALONG SAID LINE, 913.30 FEET TO SAID WEST QUARTER CORNER, SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 1,092,519 SQUARE FEET OR 25.08 ACRES MORE OR LESS

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

See Exhibit B

Exhibit B

(Page 1 of 2)



Sunset Equestrian, Phase 1

Engineer's Cost Estimate

2/14/18

EF

5336-05

Description	Item	Unit	Unit Price	Amount
Culinary Water				
6" Fire Hydrant W/ Acc. Valve	5 ea		\$3,900.00	\$19,500.00
3/4" Service Laterals	20 ea		\$1,130.00	\$22,600.00
10" Gate Valve	1 ea		\$1,190.00	\$1,190.00
Plug w/ 2" Blow-Off	1 ea		\$980.00	\$980.00
Connection to Existing	1 ea		\$6,500.00	\$6,500.00
Valve Collars	18 ea		\$400.00	\$7,200.00
Test & Chlorinate	1 l.s.		\$5,000.00	\$5,000.00
10" PVC Pipe & Fittings	564 l.f.		\$34.80	\$19,627.20
Engineered Trench Fill	237 c.y.		\$12.50	\$2,962.50
				\$85,559.70
Secondary Water				
12" PVC Pipe & Fittings	1,584 l.f.		\$38.50	\$60,984.00
8" PVC Pipe & Fittings	567 l.f.		\$28.50	\$16,159.50
4" PVC Pipe & Fittings	22 l.f.		\$18.50	\$407.00
Engineered Trench Fill	950 c.y.		\$12.50	\$11,875.00
12" Butterfly Valve	3 ea		\$3,630.00	\$10,890.00
8" Gate Valve	2 ea		\$1,050.00	\$2,100.00
Valve Collars	10 ea		\$400.00	\$4,000.00
4" Drain w/ Gate Valve	2 ea		\$980.00	\$1,960.00
Double Service Laterals	7 ea		\$1,380.00	\$9,660.00
Single Service Laterals	7 ea		\$980.00	\$6,860.00
Connection to Existing	1 ea		\$6,500.00	\$6,500.00
Air-Inlet Release	2 ea		\$1,250.00	\$2,500.00
				\$133,895.50
Sanitary Sewer				
8" PVC Pipe & Fittings	393 l.f.		\$29.80	\$11,711.40
Engineered Trench Fill	311 c.y.		\$12.50	\$3,887.50
5' Diameter Manhole	1 ea		\$3,250.00	\$3,250.00
4' Diameter Manhole	1 ea		\$2,850.00	\$2,850.00
4" Service Lateral	20 ea		\$1,260.00	\$25,200.00
Manhole Collars	2 ea		\$400.00	\$800.00
Test & Camera	1 l.s.		\$3,600.00	\$3,600.00
Connection to Existing	1 ea		\$6,800.00	\$6,800.00
				\$58,098.90
Storm Drain				
18" R.C.P. Pipe	221 l.f.		\$31.50	\$6,961.50
15" R.C.P. Pipe	592 l.f.		\$29.80	\$17,641.60
Engineered Trench Fill	466 c.y.		\$12.50	\$5,825.00
Type IV Catch Basin	4 ea		\$2,280.00	\$9,120.00
3' x 3' Junction Box w/ lid	1 ea		\$2,630.00	\$2,630.00
5' Diameter Manhole	1 ea		\$3,250.00	\$3,250.00
Manhole Collars	1 ea		\$400.00	\$400.00
Combo Box	9 ea		\$3,630.00	\$32,670.00
Removal Ex. 18" Storm Drain	137 l.f.		\$9.50	\$1,301.50
Removal Ex. 15" Storm Drain	272 l.f.		\$8.25	\$2,244.00
Removal Ex. SDMH	2 ea		\$850.00	\$1,700.00
Removal of Ex. Inlet	1 ea		\$500.00	\$500.00
Connection to Existing	2 ea		\$6,500.00	\$13,000.00
				\$97,243.60

Exhibit B

(Page 2 of 2)

Irrigation

24" R.C.P. Pipe	211 l.f.	\$36.80	\$7,764.80
18" R.C.P. Pipe	1,180 l.f.	\$31.50	\$37,170.00
4' Diameter Irrigation Manhole	2 ea	\$2,850.00	\$5,700.00
2' Irrigation Box	5 ea	\$550.00	\$2,750.00
Connection to Existing	2 ea	\$2,500.00	\$5,000.00
Irrigation Valve/Gate	2 ea	\$500.00	\$1,000.00
Removal Ex. 18" Irrigation	1,180 l.f.	\$9.50	\$11,210.00
Removal Ex. 12" Irrigation	100 l.f.	\$7.00	\$700.00
Removal Ex. Irr. Box/Structure	5 ea	\$250.00	\$1,250.00
Removal Ex. Irrigation Valve	2 ea	\$250.00	\$500.00
Engineered Trench Fill	553 c.y.	\$12.50	\$6,912.50

\$79,957.30

Street Improvements

Std. 30" Curb and Gutter	2,434 l.f.	\$18.50	\$45,029.00
24" Rolled Curb	1,065 l.f.	\$13.50	\$14,377.50
Std. 4' wide Sidewalk	3,490 l.f.	\$18.50	\$64,565.00
8" Gravel Base and 3" Asphalt Surface in ROW	6,569 s.y.	\$21.75	\$142,875.75
8" Gravel Base and 3" Asphalt Surface for 6' Trail	946 s.y.	\$21.75	\$20,575.50
6" Compacted Road Base	7,826 s.y.	\$16.00	\$125,216.00
Saw-Cutting	5,461 l.f.	\$1.05	\$5,734.05
Removal of Existing Asphalt	1,165 s.y.	\$5.25	\$6,116.25
Excavation	936 c.y.	\$5.50	\$5,148.00
Fill In ROW	196 c.y.	\$6.50	\$1,274.00
Removal of Ex. Concrete On Private	405 l.f.	\$5.50	\$2,227.50
Fill on Private Property	725 c.y.	\$6.50	\$4,712.50

\$437,851.05

Misc.

Survey Street Monuments	5 ea	\$675.00	\$3,375.00	
Street Signs	3 ea	\$320.00	\$960.00	
ADA Ramps	3 ea	\$950.00	\$2,850.00	
Turf Grass	9,000 s.f.	\$1.00	\$9,000.00	
Trees	188 ea	\$350.00	\$65,800.00	
Split Rail Fence	3,833 l.f.	\$18.25	\$69,958.82	
Street Lights	4 ea	\$5,500.00	\$22,000.00	
Removal Ex. Tree	TBD On-site	10 ea	\$1,500.00	\$15,000.00
SWPPP	Inspection	2 l.s.	\$6,500.00	\$13,000.00

\$201,943.82

Subtotal

\$1,094,549.87

Contingency (10%)

\$109,454.99

Total Estimated Cost**\$1,204,004.86**

* This is an estimate only. The owner/developer is responsible to verify amounts.
The approved project plans are the governing document.

EXHIBIT C: FINANCIAL GUARANTEE

See Exhibit C

Escrow Certificate

To Weber County, Utah:

The undersigned Escrow Agent does hereby certify that it has in its possession and custody, cash in the sum of \$1,204,004.86 which said sum said Escrow Agent is holding in escrow to guarantee the installation and completion, according to Ordinance, of all on and or off-site improvements, as specified in Exhibit "B" on the following described tracts of land in Weber County, Utah to wit:

All of Sunset Equestrian Cluster Subdivision Phase 1

In the event the funds so provided herein do not pay for and complete in full all of the specified improvements set forth in Exhibit "B" and as contemplated herein, then and in that event, subdivider/developer agrees to forthwith pay to Weber County all additional amounts necessary to so complete such improvements.

Said Escrow Agent hereby covenants and agrees that it will not release said funds to any person, firm or corporation (other than as is hereinafter provided) without the express written consent and direction from said Weber County, Utah, and that if said improvements are not satisfactorily installed and completed according to Ordinance within one month short of two years from the date hereof, that the said Escrow Agent will upon demand deliver said funds to said Weber County, Utah for the sole purpose of making and/or completing all of said improvements, with said County to return to the said Escrow Agent any and all funds which may prove to be in excess of the actual cost to the County to make and/or complete said improvements.

It is understood that the County may, at its sole option, extend said period of two years for such completion of such improvements upon request of the Escrow Agent or the Subdivider/Developer, if the County Commission determines that such extension is proper.


It is further understood and agreed that all matters concerning this agreement shall be subject to the pertinent provisions of the ordinances of Weber County, Utah.

Dated this 29 day of June, 2018.

JARED ANDERSEN
Escrow Agent
[Signature]
Signature
WEBER COUNTY ENGINEER
Title

State Of Utah)
County Of Weber) ss:

On the 29 day of June, 2018 personally appeared before me Jared Andersen and _____ the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires  [Signature]
Notary Public

Approved as to form:
[Signature]
Weber County Attorney

7/2/18
Date

Approved:

Chairperson, Weber County Commission

Date

Attest:

Weber County Clerk

Date